TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343674

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premium Power Corporation		06/03/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	VionX Energy Corporation
Street Address:	87 Concord Street
City:	North Reading
State/Country:	MASSACHUSETTS
Postal Code:	01864
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2101817	ZINC-FLOW
Registration Number:	2121994	POWERBLOCK

CORRESPONDENCE DATA

Fax Number: 7209313001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (720) 931-3000
Email: ipdocketing@lathropgage.com
Correspondent Name: Philip diZerega
Address Line 1: 4845 Pearl East Circle
Address Line 2: Suite 201
Address Line 4: Boulder, COLORADO 80301

CH $65.00 2101817

ATTORNEY DOCKET NUMBER:	445124
NAME OF SUBMITTER:	Philip diZerega
SIGNATURE:	/Philip diZerega/
DATE SIGNED:	06/05/2015

Total Attachments: 14
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Premium Power Corporation, a Delaware corporation with a principal business address of 87 Concord Street, North Reading, Massachusetts, 01864 ("***Assignor***"), owns certain intellectual property, including trademarks and trademark applications, patents and patent applications, and domain name registrations which are listed on Schedule I, attached hereto and incorporated herein by reference. All intellectual property owned or licensed by Assignor, including but not limited to the intellectual property listed on attached Schedule I, is collectively referred to herein as the "***Contributed IP***."

Assignor is a party to that certain Contribution Agreement dated as of June 3, 2015 pursuant to which Assignor has agreed to contribute to VionX Energy Corporation, a Delaware corporation with a principal business address of 87 Concord Street, North Reading, Massachusetts 01864 ("***Assignee***"), and Assignee has agreed to accept from Assignor, all its assets, including, without limitation, the Contributed IP;

Assignee wishes to acquire all right, title, and interest in and to the Contributed IP and the goodwill associated with the Contributed IP throughout the world, including the right to sue and recover for past, present, and future infringement thereof.

In return for valuable consideration received and acknowledged by Assignor, Assignor does hereby assign unto Assignee all of Assignor's rights, title, and interest in and to the Contributed IP, including but not limited to the following:

(a) with respect to any trademarks included in the Contributed IP, any registrations or applications and any common law rights in connection with the trademarks, together with the associated goodwill throughout the world;

(b) with respect to any granted patents, expired patents, and pending patent applications included in the Contributed IP (collectively, the "**Contributed Patents**"), (1) all rights, title, and interest in and to the Contributed Patents, (2) all rights, title, and interest in and to any and all inventions and discoveries disclosed in the Contributed Patents, in the United States and in all other countries, (3) all rights, title, and interest in and to any subsequently filed related patent applications, in the United States and in all other countries, which claim priority

to the Contributed Patents, including any renewals, revivals, reissues, reexaminations, extensions, foreign counterparts, international counterparts, continuations, continuations-in-part, and divisions thereof and any substitute applications therefor, (4) the full and complete right to file patent applications in the name of Assignor or any other party designated by Assignee, on the aforesaid inventions and discoveries in all countries of the world, (5) the entire right, title, and interest in and to any patent which may issue from the Contributed Patents or from any patent application related to the Contributed Patents, in the United States or in any other country, and any renewals, revivals, reissues, reexaminations, and extensions thereof, and any patents of confirmation, registration, and importation of the same, and (6) the entire right, title, and interest in all convention and treaty rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the Contributed Patents and the above inventions and discoveries; and

(c) the right to sue and recover for past, present, and future infringement of the Contributed IP.

Assignor agrees to cooperate fully with Assignee and to use its best efforts to evidence and perfect the assignment and transfer of and to record this assignment of the Contributed IP. Assignor will execute, or cause to be executed, all documents Assignee may reasonably request after Closing for such purposes, including without limitation assignments for filing in any patent, trademark, or copyright office worldwide. Costs associated with transfer of the Contributed IP incurred before the Closing Date referenced in the Contribution Agreement will be borne by Assignor. Costs associated with transfer of the Contributed IP incurred on or after the Closing Date will be borne by Assignee.

In order to give full force and effect to this assignment, Assignor further agrees and hereby irrevocably appoints Assignee, and its successors and assigns, and their respective duly authorized officers and agents as its agent and attorney in fact, to act in Assignor's stead to execute, acknowledge, verify, and deliver any formal assignment recordation documents for the U.S. Patent and Trademark Office, any foreign equivalent to the U.S. Patent and Trademark Office, the U.S. Copyright Office, any foreign equivalent to the U.S. Copyright Office, and any

domain name registration party, as applicable, with the same legal force and effect as if done by Assignor.

DATED this 3rd day of June, 2015.

PREMIUM POWER CORPORATION

By: _____

Name: Steven J. Armstrong

Title: Chief Financial Officer

State of Massachusetts)

) ss.

County of Middlesex)

RACHEL A. PETTIS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 17, 2020

I certify that I know or have satisfactory evidence that Steven J. Armstrong is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that be was authorized to execute the instrument, and acknowledged it as the Chief Financial Officer of Premium Power Corporation to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNOR:

PREMIUM POWER CORPORATION

By: _____
Name: Steven J. Armstrong
Title: Chief Financial Officer

ASSIGNEEE:

VIONX ENERGY CORPORATION

By: _____
Name: David P. Vieau
Title: Interim Chief Executive Officer and President

On this 3rd day of June, 2015 before me the undersigned notary public, personally appeared Steven J. Armstrong and David P. Vieau, to me known to be the person who executed the foregoing instrument on behalf of Premium Power Corporation and VionX Energy Corporation, respectively, and acknowledged that he executed the same as the free act and deed of said corporations.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

_____
Notary Public
My Commission Expires: _____

RACHEL A. PETTIS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 17, 2020

[Signature Page to Intellectual Property Assignment Agreement]

Schedule I

Rights, title and interest in patents and patent applications in China, Japan, Russia and Mexico will be perfected following the Closing with registrations/recordations in those jurisdictions. The registrations/recordation process will be initiated within one business day following the Closing.

Schedule I includes expired or abandoned patents and patent applications so any residual rights may be transferred (to the extent permissible by law).

Patents and Patent Applications

Family: Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date	Inventors
Russian Federation	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	2006103792	07/08/2004	2377589	12/27/2009	Dennis M. Darcy Gary M. Colello
Japan	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	2006518934	07/08/2004	4971791	04/13/2012	Dennis M. Darcy Gary M. Colello
Australia	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	2004258144	07/08/2004	2004258144	03/18/2010	Dennis M. Darcy Gary M. Colello
Europe	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	04777865.9	07/08/2004			Dennis M. Darcy Gary M. Colello
United States	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	10/886,881	07/08/2004	7,939,190	05/10/2011	Gary M. Colello Dennis M. Darcy

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date	Inventors
Japan	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	200968757	07/08/2004	5250872	04/26/2013	Dennis M. Darcy Gary M. Colello
Russian Federation	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	2009122265	06/10/2009	2506603	02/10/2014	Dennis M. Darcy Gary M. Colello
Australia	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	2010200837	03/04/2010	2010200837	11/07/2013	Dennis M. Darcy Gary M. Colello
United States	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte	12/752,997	04/01/2010	8,697,267	04/15/2014	Gary M. Colello Dennis M. Darcy
Europe	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	10184379.5	09/30/2010			Dennis M. Darcy Gary M. Colello
Australia	System and Method for Selected Cell and/or Stack Control in a Flowing Electrolyte Battery	2013245462	10/15/2013			Dennis M. Darcy Gary M. Colello
United States	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	14/252,672	04/14/2014			Dennis M. Darcy Gary M. Colello
Canada	Systems and Methods for Selective Cell and/or Stack Control in a Flowing Electrolyte Battery	2531523 (**Abandoned**)	07/08/2004			Dennis M. Darcy Gary M. Colello

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date	Inventors
United States	Features, Controls, and Methods Relating to a Flowing Electrolyte Battery and a UPS Source Employing a Flowing Electrolyte Battery	60/485,871 **(Expired)**	07/09/2003			Dennis M. Darcy Garry M. Colello
Patent Cooperation Treaty	Device for Monitoring and Charging of a Selected Group of Battery Cells	PCT/US04/02 2046 **(Expired)**	07/08/2004			Dennis M. Darcy Gary M. Colello

Family: Process for Reducing Unwanted Specific Electro Chemical Conversion in Rechargeable Batteries

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date	Inventors
US	Process for Reducing Unwanted Specific Electro Chemical Conversion in Rechargeable Batteries	08/244,714	06/14/1994	5,436,087 **(Expired)**	07/25/1995	Gerd Tomazic

Family: Recombinator for the Re-Acidification of an Electrolyte Stream in a Flowing Electrolyte Zinc-Bromine Battery

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date	Inventors
United States	Recombinator for the Re-Acidification of an Electrolyte Stream in a Flowing Electrolyte Zinc-Bromine Battery	09/677,996	10/03/2000	6,455,187	09/24/200 2	Gerd Tomazic
United States	Recombinator for the Re-Acidification of an Electrolyte Stream in a Flowing Electrolyte Zinc-Bromine Battery	10/053,341	10/29/2001	6,864,012	03/08/200 5	Gerd Tomazic

Family: Apparatus and Method for Independently Operating a Plurality of AC Voltage Sources in Parallel

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date	Inventors
United States	Apparatus and Method for Independently Operating a Plurality of AC Voltage Sources in Parallel	09/899,749	07/05/2001	6,711,036	03/23/2004	Rick Winter
United States	Apparatus and Method for Independently Operating a Plurality of AC Voltage Sources in Parallel	10/806,048 (Abandoned)	03/22/2004			Rick Winter

Family: Flowing Electolyte Battery With Electric Potential Neutralization

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date	Inventors
Australia	Flowing Electolyte Battery With Electric Potential Neutralization	2006207991	01/30/2006	2006207991	12/16/2010	Dennis Darcy Gary Colello
Canada	Flowing Electolyte Battery With Electric Potential Neutralization	2596087	01/30/2006	2596087	07/08/2014	Dennis Darcy Gary Colello
Europe	Flowing Electolyte Battery With Electric Potential Neutralization	06719813.5	01/30/2006			Dennis Darcy Gary Colello
Japan	Flowing Electolyte Battery With Electric Potential Neutralization	2007553307	01/30/2006	5301837	06/28/2013	Dennis Darcy Gary Colello
United States	Flowing Electrolyte Battery With Electric Potential Neutralization	11/342,476	01/30/2006	8,048,555	11/01/2011	Dennis Darcy Gary Colello
China	Flowing Electrolyte Battery With Electric Potential Neutralization	200680003482.X	01/30/2006	200680003482.X	12/22/2010	Dennis Darcy Gary Colello
China	Flowing Electrolyte Battery With Electric Potential Neutralization	201010274765.6	09/06/2010	ZL201010274765.6	01/30/2013	Dennis Darcy Gary Colello

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date	Inventors
Australia	Flowing Electrolyte Battery with Electric Potential Neutralization	2010246505	11/29/2010	2010246505	02/23/2012	Dennis Darcy Gary Colello
United States	Flowing Electrolyte Battery with Electric Potential Neutralization	13/284,637	10/28/2011	8,354,184	01/15/2013	Dennis Darcy Gary Colello
United States	Flowing Electrolyte Battery with Electric Potential Neutralization	13/741,323	01/14/2013			Dennis Darcy Gary Colello
Europe	Flowing Electrolyte Battery with Electric Potential Neutralization	11155016.6	01/30/2006	2320498	04/24/2013	Dennis Darcy Gary Colello
France	Flowing Electrolyte Battery with Electric Potential Neutralization	11155016.6	01/30/2006	2320498	04/24/2013	Dennis Darcy Gary Colello
Germany	Flowing Electrolyte Battery with Electric Potential Neutralization	11155016.6	01/30/2006	602006 035986.1	04/24/2013	Dennis Darcy Gary Colello
Great Britain	Flowing Electrolyte Battery with Electric Potential Neutralization	11155016.6	01/30/2006	2320498	04/24/2013	Dennis Darcy Gary Colello
United States	Methods and Apparatus for Electric Potential Neutralization in a Flowing Electrolyte Battery	60/648,156 **(Expired)**	01/28/2005			Gary M. Colello Dennis M. Darcy
Patent Cooperation Treaty	Flowing Electrolyte Battery with Electric Potential Neutralization	PCT/US06/03124 **(Expired)**	01/30/2006			Dennis Darcy Gary Colello

Family: Leak Sensor for Flowing Electrolyte Batteries

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date	Inventors
United States	Leak Sensor for Flowing Electrolyte Batteries	09/899,523	07/05/2001	7,314,761	01/01/2008	Rick Winter
United States	Leak Sensor for Flowing Electrolyte Batteries	11/933,162	10/31/2007	7,993,932	08/09/2011	Rick Winter

United States	Leak Sensor for Flowing Electrolyte Batteries	13/186,224	07/19/2011	8,222,043	07/17/2012	Rick Winter
United States	Leak Sensor for Flowing Electrolyte Batteries	13/550,200	07/16/2012	8,518,708	08/27/2013	Rick Winter

Family: Transporting Energy in Space and Time

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date	Inventors
Japan	System and Method for Transporting Energy	2011-531155	10/07/2009	5711133	03/13/2015	Gary M. Colello Dennis M. Darcy George B. Stevens
United States	System and Method for Transporting Energy	13/082,320	10/07/2009	8,791,589	07/29/2014	Gary M. Colello Dennis M. Darcy George B. Stevens
Europe	System and Method for Transporting Energy	09819842.7	10/07/2009			Gary M. Colello Dennis M. Darcy George B. Stevens
Canada	System and Method for Transporting Energy	2739612	10/07/2009			Gary M. Colello Dennis M. Darcy George B. Stevens
Australia	System and Method for Transporting Energy	2009302408	10/07/2009			Gary M. Colello Dennis M. Darcy George B. Stevens

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date	Inventors
Patent Cooperation Treaty	System and Method for Transporting Energy	PCT/US09/59898 **(Expired)**	10/07/2009			Gary M. Colello Dennis M. Darcy George B. Stevens
United States	System and Method for Transporting Energy	61/103,527 **(Expired)**	10/07/2008			Gary M. Colello Dennis Darcy George B. Stevens
United States	Mobile Energy Storage System and Associated Methods	61/233,104 **(Expired)**	08/11/2009			Gary M. Colello Dennis M. Darcy

Family: Regulation Up/Down

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date	Inventors
Japan	Energy Storage Systems and Associated Methods	2012525640	08/17/2010			Dennis M. Darcy
Canada	Energy Storage Systems and Associated Methods	2770747	08/17/2010			Dennis M. Darcy
United States	Energy Storage Systems and Associated Methods	13/399,564	08/17/2010			Dennis M. Darcy
Europe	Energy Storage Systems and Associated Methods	10810482.9	08/17/2010			Dennis M. Darcy
Patent Cooperation Treaty	Energy Storage Systems and Associated Methods	PCT/US10/045748 **(Expired)**	08/17/2010			Dennis M. Darcy
United States	Energy Storage Systems and Associated Methods	61/234,616 **(Expired)**	08/17/2009			Dennis M. Darcy

Family: ZnBr Battery with Circulating Electrolytes

Country	Title:	Serial No.	Filing Date	Patent No.	Issue Date	Inventors
Mexico	ZnBr Battery with Circulating Electrolytes	935290	08/31/1993	185731 (**Expired**) *law is silent but an attempt to transfer will be made	08/25/1997	Gerd Tomazic
United States	ZnBr Battery with Circulating Electrolytes	08/392,901	04/24/1995	5,607,788 (**Expired**)	03/04/1997	Gerd Tomazic

Lone Applications and Patents

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date	Inventors
United States	Method for Producing a Nondetachable, Fluid-tight, and Gastight Connection Between a Plate Stack and a Lateral Component of an Electrochemical Battery and for Spacing Electrode Plates, as well as Electrochemical Battery	08/617,757	03/15/1996	5,716,733	02/10/1998	Gerd Tomazic
United States	Process for Charging and Discharging ZnBr Batteries	08/464,620	06/23/1995	5,702,842	12/30/1997	Gerd Tomazic
United States	System for Proclusion of Electrical Shorting	10/038,044	01/03/2002	6,759,158	07/06/2004	Gerd Tomazic

Country	Title	Serial No.	Filing Date	Patent No.	Issue Date	Inventors
United States	Method of Determining the Charging of a ZnBr Battery and Method of Charging Such Battery	08/185,223	01/24/1994	5,459,390 (Expired)	10/17/1995	Gerd Tomazic
United States	Method of Charging a Multiplicity of Batteries	07/887,054	05/22/1992	5,391,973 **(Expired)**	02/21/1995	Gerd Tomazic
United States	System and Method for Providing Electric Power	09/900,761 **(Abandoned)**	07/05/2001			Rick Winter
United States	Integrated Renewable Energy Generation and Storage Systems and Associated Methods	61/073,752 **(Expired)**	06/18/2008			Dennis M. Darcy Gary M. Colello Michael Falcinelli
Patent Cooperation Treaty	Integrated Renewable Energy Generation and Storage Systems and Associated Methods	PCT/US09/47 838 **(Abandoned)**	06/18/2009			Dennis Darcy Gary Colello Michael T. Falcinelli
United States	Electrochemical Cell with Manifold Device and Associated Method of Manufacture and Operation	09/667,386 **(Abandoned)**	09/22/2000			Gerd Tomazic

U.S. Trademarks and U.S. Trademark Applications

Reg. No.	Registration Date	Mark
2,101,817	30 Sep 1997	ZINC-FLOW
2,121,994	16 Dec 1997	POWERBLOCK

Domain Names

www.premiumpower.com
www.vionxenergy.com
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